



### SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Allen Mast, with reference to the following facts:

1. At all times mentioned herein, Allen Mast operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 27901 O Drive South, Homer, MI 49245.

2. APHIS has documented evidence of Allen Mast's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Allen Mast's failure to provide adequate veterinary care, heed the written instructions of the attending veterinarian, communicate with the attending veterinarian in a timely manner, and provide access to and inspection of records and property as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 2.126).

3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.

4. APHIS and Allen Mast have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Allen Mast admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.

6. Allen Mast consents and agrees to the following:

a. Allen Mast agrees to sell, donate, and/or transfer ownership and possession of any dogs on his premises, regardless of ownership, within twelve (12) weeks from the date Allen Mast signs this Settlement Agreement.



b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dogs that Allen Mast holds at the time Allen Mast signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for Allen Mast to retain a reasonable number of dogs that are maintained for his own personal use and enjoyment, provided that the laws of the jurisdiction where Allen Mast lives allow him to keep the animals.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Allen Mast's facility to determine his existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Allen Mast's facility within twelve (12) weeks from the date Allen Mast signs this Settlement Agreement to verify compliance with paragraph (a) above. Allen Mast shall not unreasonably withhold his consent to a time and date for Animal Care to conduct the inventories. Allen Mast shall document all sales, donations, and/or transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Allen Mast signs this Settlement Agreement.

e. As of the date Allen Mast signs this Settlement Agreement, AWA license 34-A-0187 is hereby revoked.

f. Allen Mast and any partnerships, firms, corporations or other legal entities that he controls or in which he has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 27901 O Drive South, Homer, MI 49245.



7. Allen Mast consents and agrees that his failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Allen Mast based upon the non-compliant items documented at 27901 O Drive South, Homer, MI 49245, in connection with animal welfare investigation MI120044-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Allen Mast's agreements and actions described in paragraph 6 above, and the promises and admissions of Allen Mast set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Allen Mast in connection with the alleged AWA violations documented in animal welfare investigation MI120044-AC.

APHIS and Allen Mast warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.

Allen Mast

Signature: 

Date: 5-13-13

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature: 

for Robert J. [Redacted]  
Director

Investigative and Enforcement Services  
Animal and Plant Health Inspection Service  
United States Department of Agriculture

Date: 5/16/2013